

Faye Rasch, State Bar No. 253838
fayer@rasch.law
600 Stewart Street, Suite 1300
Seattle, Washington, 98101
Telephone: (646) 279-9627

Attorney for Richard Peterson

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re
JONATHAN LEE SMITH
Debtor.

Case No. 2:21-bk-12542-BR

Chapter 7

**AMENDED STIPULATION TO EXTEND TIME
TO COMMENCE ACTION TO DETERMINE
DISCHARGEABILITY OF DEBT**

[No Hearing Required]

THIS STIPULATION (“this Stipulation”) is entered into as of September 16, 2021,
between Richard Peterson, SMF Fund I, LLC, SMF Fund II, LLC, and SMF Fund III, LLC
(collectively “Peterson”) and Jonathan Lee Smith, the Debtor herein (“Debtor” and, collectively
with Peterson, the “Parties”), by their undersigned attorneys, and is made with reference to the
following facts:

A. Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code, 11 U.S.C.
§ 101, et seq. (the “Bankruptcy Code”), on March 30, 2021 (the “Petition Date”).

B. Peterson has asserted that he may have certain causes of action against the Debtor
supporting claims that may be determined to be nondischargeable pursuant to 11 U.S.C. §523
following an action commenced in conformity 11 U.S.C. §523(c) and Federal Rule of Bankruptcy

1 Procedure 4007 (a “523(c) Action”). The Debtor does not agree that Peterson has causes of action
2 against the Debtor supporting claims that may be determined to be nondischargeable.

3 C. Parties previously stipulated to extend the time to commence action to determine
4 dischargeability of debt by 90 days to September 27, 2021.

5 D. In light of the limitation on the time for commencing a 523(c) Action provided in
6 Federal Rule of Bankruptcy Procedure 4007, Peterson and the Debtor have agreed that the time
7 within which Peterson must commence a 523(c) Action against the Debtor shall be extended
8 another 90 days so that the Parties may continue their investigation and efforts to resolve their
9 disputes without the necessity of preparation and filing of a complaint, all as more specifically
10 provided in this Stipulation.
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12 NOW THEREFORE, with the foregoing background incorporated herein by reference, in
13 consideration of the mutual promises contained in this Stipulation, and for other good and valuable
14 consideration, the receipt and sufficiency of which is hereby acknowledged, and both Parties
15 intending to be legally bound by this Stipulation, the Parties hereby agree as follows:
16

17 1. The time within which Peterson must commence a 523(c) Action against the Debtor
18 shall be extended from the current September 27, 2021, to December 27, 2021 (the “Extension
19 Period”). Any other time-related defenses that may be applicable to a 523(c) Action (including
20 statutes of limitation, statutes of repose, estoppel, waiver or laches) shall be deemed tolled such that
21 the Extension Period shall not be included in the computation of time for the purposes of such
22 defenses. During the Extension Period, Peterson shall have the right to commence a 523(c) Action;
23 provided, however, that the Debtor does not waive any of its defenses except defenses related to the
24 enforceability of this Stipulation and, so long as any such 523(c) Action is commenced on or before
25 December 27, 2021, time-bar defenses. The Debtor acknowledges that he will be estopped hereby
26 from arguing that this Stipulation is ineffective to extend the time within which the Trustee may
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1 commence a 523(c) Action. In addition, Peterson and the Debtor contractually agree that Peterson
2 shall have the right to commence a 523(c) Action up to the time set forth in this Stipulation and, so
3 long as any such 523(c) Action is commenced prior to December 27, 2021, the Debtor waives and
4 agrees not to assert the limitations on commencement of actions contained in Federal Rule of
5 Bankruptcy Procedure 4007 or other time-bar defenses as a defense to any 523(c) Action
6 commenced by Peterson.
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8 2. Notwithstanding any other provision of this Stipulation, this Stipulation does not
9 affect or revive any claim or defense already barred prior to the date of this Stipulation, by
10 applicable statutes of limitation, defenses or any time-related doctrines, nor does it alter or limit the
11 right of the Defendant to contend that any action was already barred prior to the execution of this
12 Stipulation, by applicable statutes of limitation, defenses or time-related doctrines.
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14 3. Nothing herein shall be considered or construed to be an admission by any party
15 hereto of liability to any other party, or as an admission of the validity of any allegation, claim, or
16 defense whatsoever.

17 4. This Stipulation shall be binding upon, and the benefit hereof shall inure to, the
18 parties hereto, and their respective heirs, executors, administrators, trustees, agents, representatives,
19 successors and assigns.

20 5. This Stipulation may be amended, modified or supplemented by a writing signed by
21 all parties hereto or by their legally authorized representatives. This Stipulation may not be
22 modified orally and any purported oral modification shall not be effective.
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24 6. Each party to this Stipulation and each person executing this document on behalf of
25 each party to this Stipulation warrants and represents that he or she has the power and authority to
26 execute, deliver and perform its obligations under this Stipulation.
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1 7. This Stipulation may be executed in counterparts, and as long as each party has
2 executed at least one counterpart, this Stipulation is enforceable and all parties agree after the fact
3 to circulate signature pages so that each party retains and has a copy signed by all parties.
4 Counterpart signatures executed electronically or copies of counterpart signatures shall be effective
5 as originals.
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9 Dated: September 16, 2021

LAW OFFICES OF FAYE C. RASCH

/s/ Faye C. Rasch

By: _____

FAYE C. RASCH

Attorneys for Richard Peterson,
SMF Fund I, LLC, SMF Fund II, LLC,
and SMF Fund III, LLC

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15 Dated: September 16, 2021

LAW OFFICES OF CHRISTOPHER P.
WALKER, P.C.

By: _____

CHRISTOPHER P. WALKER

Attorneys for Jonathan Lee Smith, Debtor